

1 BILL NO. S-89-10- 05

2 SPECIAL ORDINANCE NO. S- 164-89

3 AN ORDINANCE approving the awarding of
4 Reference #1385 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and LINCOLNWAY
7 INTERNATIONAL TRUCKS, INC. for the Park
8 Department.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #1385 between the City of
12 Fort Wayne, by and through its Department of Purchasing and
13 LINCOLNWAY INTERNATIONAL TRUCKS, INC. for the Park
14 Department, respectfully for:

15 the purchase of a refuse packer for the
16 Park Department;

17 involving a total cost of Fifty-Two Thousand Nine Hundred
18 Fifty-Two and 66/100+- Dollars (\$52,952.66), all as more
19 particularly set forth in said Reference #1385 which is on
file in the Office of the Department of Purchasing, and is
by reference incorporated herein, made a part hereof, and is
hereby in all things ratified, confirmed and approved.

20 SECTION 2. That this Ordinance shall be in full force
21 and effect from and after its passage and any and all
22 necessary approval by the Mayor.

23 
24 Councilmember

25 APPROVED AS TO FORM
26 AND LEGALITY

27 
28 J. Timothy McCaulay, City Attorney

29
30
31
32

REF. NO.: 1385
DEPT.: PARK DEPARTMENT
DATE: 10/03/89
ITEM/SERV.: REFUSE PACKER

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 8/25/89 & 9/1/89
OPENING DATE: 9/14/89
WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 21
NO. OF VENDORS RECEIVING BID: 13
NO. OF VENDORS RETURNING BID: 2
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 19

DATE SENT TO DEPT FOR RECOMM.: 9/15/89
DATE RECOMMENDATION REC'D IN PURCH: 9/29/89

COUNCIL INFORMATION DATES SENT ADD'L INCREASE

DATE INFO SENT TO LAW DEPT.: 10/3/89

INTRODUCTION DATE: 10/10/89

DISCUSSION DATE: 10/17/89

PASSAGE DATE: 10/24/89

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1385

TRUCK

DESC	LINCOLNWAY	SHAMROCK
TOTAL	\$68,653.00	\$54,769.02
LESS DISCOUNT	\$15,300.34	\$59.02
LESS TRADE	\$400.00	\$600.00
NET TOTAL	\$52,952.66	\$54,110.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-14-89 BID REFERENCE # 1385

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR ONE NEW 1989 MODEL TRUCK WITH REFUSE PACKER BODY PER SPECIFICATIONS

AND REQUESTED BY PARK DEPARTMENT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NONE % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME LINCOLNWAY INTERNATIONAL TRUCKS, INC.

STREET ADDRESS 2807 GOSHEN RO

CITY FORT WAYNE PHONE # 482-3000

BY Richard C Barkley
REPRESENTATIVE SIGNATURE

Specifications for one (1) new 1989 model Truck with Refuse Packer Body including all equipment listed as standard in manufacturer's printed literature describing the packer body or chassis, unless superceded by special equipment specified herein. Unit must be in full compliance with all state and industrial safety standards. In regard that every item constituting the construction of a complete unit is not specifically mentioned or described will be interpreted to mean that the vendor shall install items that conform to the best known engineering standards of the trade, relative to design, strength, quality, workmanship, and operation as a total unit.

SPECIFICATIONS

CHASSIS:

1. G.V.W.R.	28,000 minimum	\$ 33950
2. C.A. Dimension:	84 inches YES	\$ _____
3. Engine:	Diesel, 215 H.P. Minimum	\$ 1770-
4. Electrical System:	12 Volt Operating 24 Volt Starting	\$ 24V. Start AVA
5. Batteries:	Dual 12 Volt with 1250 Amp cold cranking power minimum 1900 cca	\$ 60-
6. Alternator:	Delco Freedom non-fill LN8544P type or equal. 80 Amp Minimum	\$ 40-
7. Seats:	Heavy Duty Vinyl, full width bench type	\$ 148-

CAB:

8. Interior:	BEIGE INTERIOR Black Interior, cab dome light required	\$ _____
9. GAUGES:	VOLTMETER Ameter, oil pressure, water temp., air pressure, tachometer, all gauge type	\$ _____
10. Mirrors:	2 West Coast mounted with small convex at bottom	\$ 30 ⁰⁰
11. Color:	Exterior #9V5 Woodland green or equal	\$ 199-
12. Bumper:	Front only with tow hooks	\$ 54
13. Springs:	Front - 5,500 lbs each at ground minimum Rear - 11,500 lbs each at ground minimum With multi leaf auxiliary springs	26- 36- \$ 118-
14. Axle Weight:	Front - 9,000 lbs minimum Rear - 19,000 lbs minimum	10000# \$ 375-
15. Differential:	Single speed, 557 Ratio	\$ _____
16. Transmission:	Automatic with heavy duty transmission cooler	\$ 5805-

SPECIFICATIONS (Continued)

Truck with Refuse Packer Body

17. Rust Proof:	Cab only	\$ 300 -
18. Tires & Wheels:	Front single and rear dual 20x7.5 inch disc wheel, with one spare rim. Tires to be 9:00 x 20f., front tires to be street tread, rear tires to be on road, off road tread, 12 ply	\$ 487 -
19. Brakes:	Air brakes with at least 7 1/4 cu. ft. per minute compressor. Not less than 15" x 4" cam type on front and 16.5 x 7" cam type on rear	\$ 1637 -
20. Clearance Lights:	Installed to meet all state require- ments on truck class of chassis and packer	\$
21. Steering:	Power steering	\$ STD.
22. Fuel Tank:	50 gallon mounted on opposite side of driver	\$ 57 -
23. Frame:	High tensile type <i>50000 PSI MATERIAL</i> <i>PLATE - INVERTED L REINFORCE</i>	\$ 182 -

PACKER-SIDE LOADER SPECIFICATIONS

24. Capacity:	Payload to be 7,000 to 8,000 lbs unit shall have a minimum total capacity of 14 cubic yards with 10 cubic yards in body and 4 cubic yards in hopper	\$
25. Body Type:	To be stationary, non tilting, side loading rectangular type to allow greatest internal capacity with minimum outside dimension, rear unloading	\$
26. Body Steel Gauge:	Body floor, hopper bottom and sides, and packing blade, all net less than 10 gauge steel, body sides and top 16 gauge steel	\$
27. Body Reinforcement:	To be reinforced vertically and horizontally with not less than 4 x 2 inch tube vertical, and horizontal with 12 gauge channel steel	\$
28. Packing Cycle:	To be continuous and shall allow hopper loading during phases of compaction. Cycle displacement rate shall be no less than 2.0 cubic yards per minute, packing blade not to be equipped with trailing cover and constructed in such a manner so no working parts exposed as it moves past open hopper door	\$

SPECIFICATIONS (Continued)

Truck with Refuse Packer

38. Mounting:	To be mounted on a 28,000 G.V.W.R. truck chassis fully serviced and ready for operation	TOTAL PACKER \$ 22774 -
39. Warranty:	Include with bid for Packer unit and Vehicle	\$ _____
40.	All items of optional equipment must be factory installed or have prior approval of the Park Department. This truck chassis with packer body must be delivered to the Park Department within one hundred twenty (120) days from receipt of truck chassis.	
41. Trade In:	1973 G.M.C. 5000S Packer #61	\$ _____
		TOTAL: \$ 68653 -
		LESS DISCOUNT: \$ (15300 34)
		LESS TRADE-IN: \$ (400 -)
		NET TOTAL: \$ 52952 66
42. FOB:	FORT WAYNE	

OPTION

*PACKER FURNISHED BY BEST EQUIPMENT
INCLUDING LONGER WB ADD \$ 1704⁰⁰*

SPECIFICATIONQUESTIONNAIREYEAR: 1990 MAKE: INTERNATIONAL MODEL: 49001. G.V.W.R.: 280002. C.A. DIMENSION: 8'4" (my Ernst packer) (102 my Best packer)3. ENGINE: INT. DTA 466 215 HP4. ELECTRICAL SYSTEM: 12 V - 12 V starting5. BATTERIES: 2 - total 1900 CCA6. ALTERNATOR: 85 AMP LEECE NEVILLE7. SEATS: BENCH HO VINYL8. INTERIOR: BEIGE DOME - LIGHT INCLUDED9. GAUGES: VOLTMETER - OIL PRESSURE - WATER TEMP - AIR PRESSURE - TACHOMETER - SPEEDOMETER10. MIRRORS: 2 - WEST COAST 2-6" CONVEX11. COLOR: GREEN12. BUMPER: STANDARD STEEL TOW HOOKS13. SPRINGS: FRONT 6,000# REAR 11,750# AUX 2250 MULTI-LEAF14. AXLE WEIGHT: 10,000# FA 19000# RA15. DIFFERENTIAL: TO BE ESTABLISHED - NO PRICE CHANGE16. TRANSMISSION: ALLISON MT643 w/ HO TRANS. COOLER17. RUSTPROOF: 2 JE BART18. TIRES & WHEELS: (SPARE WHEEL ONLY) 750 RIMS (7) GOODYEAR FRONT SHM (2) REAR CRG (4)BUDD TYPE - DISC WHEELS - 10ST40 - 900X20 F (12 PLY RATED) BIAS TIRES19. BRAKES: AIR (15X4 CAM FRT) (6 1/2 X 7 CAM REAR) PIGGYBACK PARK ON REAR 85 FT COMF.20. CLEARANCE LIGHTS: TO BE LEGAL21. STEERING: POWER22. FUEL TANK: 50 GAL - Ø STEP ON PASS SIDE23. FRAME: 60,000# PSI MATERIAL 5/16" X 10" X 3" w/ 1/4" INVERTED 'L' REINFORCEMENT

PACKER UNIT:

24. CAPACITY:

25. BODY TYPE:

26. BODY STEEL:

ERNST TRUCK EQUIPMENT, INC.

2727 McDONALD STREET

FORT WAYNE, INDIANA 46803

TELEPHONE: (219) 424-1590

DISTRIBUTORS OF DEPENDABLE TRUCK EQUIPMENT

To whom it may concern:

Subject: Park Dept., City of Ft. Wayne

Bid for Athey Side loader (Barrel Lift)

Athey Tite-Pak, Model SL-14, manual side loader as per specs., w/std. driver side barrel loader and passenger side step.

Muncie Power clutch PTO / Direct mt pump

Std. Imron paint

Installed fob Ft. Wayne w/ Hoist oil & speed up.

\$22,774.00

Hoping to be of further service, I remain,

Sincerely,

Kenneth B. Ernst
Kenneth B. Ernst - Pres.
Ernst Truck Equipment Inc.

SPECIFICATIONS (Continued)

Truck with Refuse Packer Body

17. Rust Proof: Cab only

18. Tires & Wheels: Front single and rear dual 20x7.5 inch disc wheel, with one spare rim. Tires to be 9:00 x 20f., front tires to be street tread, rear tires to be on road, off road tread, 12 ply

19. Brakes: Air brakes with at least 7 1/4 cu. ft. per minute compressor. Not less than 15" x 4" cam type on front and 16.5 x 7" cam type on rear

20. Clearance Lights: Installed to meet all state requirements on truck class of chassis and packer

21. Steering: Power steering

22. Fuel Tank: 50 gallon mounted on opposite side of driver

23. Frame: High tensile type

PACKER-SIDE LOADER SPECIFICATIONSErnst

24. Capacity: Payload to be 7,000 to 8,000 lbs unit shall have a minimum total capacity of 14 cubic yards with 10 cubic yards in body and 4 cubic yards in hopper

25. Body Type: To be stationary, non tilting, side loading rectangular type to allow greatest internal capacity with minimum outside dimension, rear unloading

26. Body Steel Gauge: Body floor, hopper bottom and sides, and packing blade, all net less than 10 gauge steel, body sides and top 16 gauge steel

27. Reinforcement: To be reinforced vertically and horizontally with not less than 4 x 2 inch tube vertical, and horizontal with 12 gauge channel steel

28. Packing Cycle: To be continuous and shall allow hopper loading during phases of compaction. Cycle displacement rate shall be no less than 2.0 cubic yards per minute, packing blade not to be equipped with trailing cover and constructed in such a manner so no working parts exposed as it moves past open hopper door

SPECIFICATIONS (Continued)
Truck with Refuse Packer Body

Ernest

29. Blades: Shall incorporate two upper blades, ~~which~~ holds refuse to prevent fall back and lower blade to pack refuse. Both blades work together to eject refuse thru the rear

30. Packing Pressure: Shall be not less than 35 lbs per square inch and normal operating hydraulic pressure not to exceed 1,850 PSI

31. Tailgate: To be bubble type with automatic hydraulic unlocking, raising, lowering, and locking equipped with hydraulic port restrictors for safe descent of tailgate

32. Hydraulic Oil Reservoir: Not less than 45 gallons, equipped with relief valve and filtered 40 G.P.M. Install a shutoff valve to feedline to pump to contain oil inside tank

33. Container Lift: To be not less than 1,000 lbs capacity to lift and empty a standard 55 gallon steel drum with quick couple drum fastening attachment, and include a step frame. To be mounted on drivers side of vehicle in a manner to pick drums off ground without hand lifting

34. Power Take Off: Hydraulic pump, to be needle bearing PTO to fit any chassis with a 28,000 G.V.W.R. equipped with an automatic transmission, hydraulic pump to be of a capacity to operate packer unit per factory specifications, controls for power take-off to be floor mounted inside cab of truck chassis

35. Handloading Door: To be not less than 38 inches wide and 38 inches high on opposite drivers side of packer unit with closable door with lock

36. Constrictions: Height to be not more than 80 inches above chassis frame. No extensive chassis frame alterations will be allowed. Total length of packer body not to exceed 154 inches and overall width not to exceed 96 inches

37. Controls: All hydraulic controls to be mounted on drivers side of packer unit, within easy reach while operator can stand on the ground

SPECIFICATIONS (Continued)
Truck with Refuse Packer

Ernest

38. Mounting: To be mounted on a 28,000 G.V.W.R.
truck chassis fully serviced and ready for
operation

39. Warranty: Include with bid for Packer
unit and Vehicle

40. All items of optional equipment must be factory installed
or have prior approval of the Park Department. This truck
chassis with packer body must be delivered to the Park
Department within one hundred twenty (120) days from receipt
of truck chassis.

41. Trade In: 1973 G.M.C. 5000S Packer #61

TOTAL:

LESS DISCOUNT:

LESS TRADE-IN:

NET TOTAL:

42. FROM: FORT WAYNE

SPECIFICATION
QUESTIONNAIRE

YEAR: _____ MAKE: _____ MODEL: _____

1. G.V.W.R.: _____
2. C.A. DIMENSION: _____
3. ENGINE: _____
4. ELECTRICAL SYSTEM: _____
5. BATTERIES: _____
6. ALTERNATOR: _____
7. SEATS: _____
8. INTERIOR: _____
9. GAUGES: _____
10. MIRRORS: _____
11. COLOR: _____
12. BUMPER: _____
13. SPRINGS: _____
14. AXLE WEIGHT: _____
15. DIFFERENTIAL: _____
16. TRANSMISSION: _____
17. RUSTPROOF: _____
18. TIRES & WHEELS: _____
19. BRAKES: _____
20. CLEARANCE LIGHTS: _____
21. STEERING: _____
22. FUEL TANK: _____
23. FRAME: _____

PACKER UNIT: _____

24. CAPACITY: 14 cu. yds. including 4 cu. yd. hopper
25. BODY TYPE: Side loading, rectangular
26. BODY STEEL: 10 gauge floor hopper bottom and sides, 14 gauge body sides and roof - all 50,000 psi yield

Ernest

SPECIFICATIONS QUESTIONNAIRE (Continued)

Ernst

27. BODY REINFORCEMENT: 4" X 2" tube vertical & horizontal stiffners plus 12 gauge chan

28. PACKING CYCLE: Continuous, 2 cu. yds./min.

29. BLADES: Two

30. PACKING PRESSURE: 35 psi on blade, 1850 psi hydraulic system pressure

31. TAILGATE: Bubble type w/automatic tailgate lock & port restriction

32. HYDRAULIC OIL RESERVOIR: 45 gallon

33. CONTAINER LIFT: 1000 lb. capacity w/barrel ring attachment

34. POWER TAKE-OFF: Muncie Power Clutch (Hot-shift type)

35. HAND LOADING DOOR: Yes - each side

36. RESTRICTIONS: 24" load side height; body is 154-1/2" long X 96" wide

37. CONTROLS: Hydraulic on drivers side

38. MOUNTING: Factory mtg. with six body hold downs

39. WARRANTY: 6 mos.

INTERNATIONAL NEW TRUCK PROPOSAL

LINCOLNWAY INTERNATIONAL
2807 GOSHEN RD
FORT WAYNE, IN 46808

CITY of FORT WAYNE
ONE MAIN STREET
FORT WAYNE, IN 46801

We are pleased to quote the following prices on 1 International
Truck and equipment described below to PARK DEPARTMENT
of CITY of FORT WAYNE.

Standard equipment on the 4900 4X2 with a selected 152 inch wheelbase,
63 inch afterframe, and 84 inch cab to axle length. The rear axle
will be a single speed with a gear ratio of 5.38.

SA49540 4900 4X2	33,190.00
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FRAMES

TOW HOOKS (2) Front, Frame Mounted.	54.00
FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield) 10.125 x 3.062 x 0.312 128 , 140 & 152 WB	STD
FRAME REINFORCEMENT High Strength Low Alloy Steel (50,000 PSI Yield) 9.50 x 3.31 x .250 , (140 & 152 WB) Outer, Inverted L	182.00
FRONT BUMPER Steel, Full Width, Aerodynamic (0.142)	STD

FRONT AXLES

FRONT AXLE I-Beam Type 10,000 Lbs. Capacity (Spicer I-100S)	605.00
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SPRINGS

SPRINGS Heavy-Duty, Front	26.00
SPRINGS Multileaf Auxiliary, 4,500 Lb. Capacity,	118.00
SPRINGS Heavy Duty Vari-Rate, 23,500 Lb. Capacity, Rear	36.00

BRAKES

AIR BRAKES Dual System for Straight Truck Applications, less Anti-Skid	1,304.00
FRONT BRAKES Air, S-Cam Type; 15 x 4 Includes 16 Sq. In. Chambers	N/C
REAR BRAKES Air, S-Cam Type, 16.5 x 7 with 30 MGM Spring Actuated Parking Brake Chambers Chambers (MGM)	333.00
AIR COMPRESSOR 8.5 CFM (Midland EL-850)	STD

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment ALTERNATOR 12-Volt 85 Amp. Capacity. (Leece-Neville 0410JN)	STD
	40.00

Nbr: 000572

INTERNATIONAL NEW TRUCK PROPOSAL

Date: 09/13/89

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ELECTRICAL SYSTEMS (Continued)

BATTERY SYSTEM Maintenance-Free (2) 12-Volt 1900CCA	60.00
Total (Fleetrite)	

SPEEDOMETER, TOOLS, MISC

PAINT Base Coat/Clear Coat, 1-2 Tone	50.00
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ENGINES

DIESEL ENGINE 49-State, 215 HP @ 2400 RPM, 541 ft-lb. @ 1600 RPM (International DTA-466C)	1,770.00
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TRANSMISSION

TRANSMISSION 4-Speed Automatic (Allison MT-643)	5,805.00
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REAR AXLE, SUSPENSIONS

REAR AXLE, SINGLE Single Reduction, 19,000 lb. Capacity (International N-190)	375.00
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FUEL TANKS

FUEL TANK (1) Rectangular, Steel, 50 U.S. Gal., 41 Imp. Gal., 189 L Capacity (RT), Includes Center Step.	57.00
--	-------

CABS, COWLS, BODIES

MIRRORS (2) Rectangular, West-Coast Type, 16 x 7 Size with 102 Wide Spacing, Painted Head and Painted Steel Brackets.	STD
---	-----

DRIVER/PASSENGER SEAT Full Width Bench Type, Beige Sewn Vinyl, (International) Bultemeier 1/27/88	148.00
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MIRRORS (2) Convex, Stainless Steel 6 Diameter, Mounted Below Primary Mirrors.	30.00
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CAB INTERIOR TRIM Economy	STD
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PAINT CHART ENTRY

PAINT Single Custom Color.	149.00
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TIRES

F 2 900X20-F 514 SUPER HI-MILER (GOODYEAR)	-172.00
R 4 900X20-F 506 CUSTOM XTRA GRIP HI-MILER (GOODYEAR)	-108.00

WHEELS

FRONT WHEELS 20 DISC Painted Steel 10-Stud (11.25 BC) 7.50 LB Rims with Steel Hubs	202.00
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DUAL REAR WHEELS 20 DISC Painted Steel 10-Stud (11.25 BC) 7.50 LB Rims with Steel Hubs	404.00
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SPARE WHEEL, 20 Disc 10-Stud (11.25 BC) 7.50 V Rim	161.00
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FACTORY LIST PRICE (LESS FREIGHT)	44,819.00
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TOTAL FACTORY LIST PRICE (INCLUDING FREIGHT)	45,579.00
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LESS CUSTOMER DISCOUNT	(15,300.34)
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Nbr: 000572

INTERNATIONAL NEW TRUCK PROPOSAL

Date: 09/13/89

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PACKER	22,774.00
RUSTPROOF	300.00

LOCALLY INSTALLED EQUIPMENT(S)	23,074.00
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TOTAL PRICE 1 VEHICLE	\$53,352.66
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Qty	Description of Trade	Allowance
1	1973 GMC w/PACKER	400.00
	LESS TRADE-IN ALLOWANCE	(400.00)
	TOTAL NET SALES PRICE FOR 1 VEHICLE	\$52,952.66

Nbr: 000572

INTERNATIONAL NEW TRUCK PROPOSAL

Date: 09/13/89

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TOTAL PRICE 1 VEHICLE	\$53,352.66
TOTAL TRADE-IN ALLOWANCE	(400.00)
TOTAL NET SALES PRICE FOR 1 VEHICLE	\$52,952.66

We at LINCOLNWAY INTERNATIONAL thank you for the opportunity to make this proposal and will appreciate your acceptance.

RICHARD E. BARKLEY
(219) 482-3000

APPROVED BY SELLER:

OFFICIAL TITLE

THIS PROPOSAL IS NOT BINDING
UPON SELLER UNLESS SIGNED BY
ONE OF OUR MANAGERS

ACCEPTED BY PURCHASER

FIRM NAME

BY

OFFICIAL TITLE

DATE

BEST EQUIPMENT Co., INC.2804 N. Catherwood Avenue • Indianapolis, Indiana 46219
Telephone 317/545-6262**PROPOSAL**To Lincolnway InternationalDate September 7, 1989Address Ft. Wayne, In.

Ref. No. _____

We are pleased to quote the following prices and terms on the equipment mentioned herein in accordance with specifications attached.

Quantity	Model	DESCRIPTION	Price
1	PRT-12	12 cubic yard side load refuse body, complete with hot shift P.T.O., 55 gallon barrel dumper, in accordance with City of Ft. Wayne's advertised specifications and those attached, mounted on your chassis painted any one color	\$24,372.00

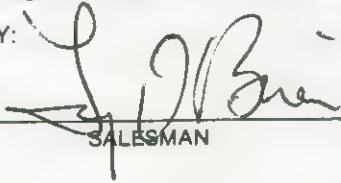
F.O.B. Point Ft. Wayne, In.

Respectfully submitted,

BEST EQUIPMENT Co., INC.Delivery 8 to 10 weeks AFROBy Terry O'BrienTerms net 30 days

1. Purchaser agrees to pay all tax of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of equipment or material specified herein.
2. Title to equipment furnished on this order remains vested in the vendor until paid in full in cash.
3. Retention of any property shipped under this agreement, after five days from delivery therein, shall constitute acceptance of same.
4. Vendor is not to be held liable for accidents, or for delays caused by fires, strikes, accidents or other causes beyond its control.
5. All conditions of this agreement are written and printed hereon, and no oral promises or representations by any person shall be binding on vendor.
6. Purchaser agrees to execute any special form required by the vendor, such as a lease form, chattel mortgage, etc.
7. ALL ORDERS ACCEPTED SUBJECT TO PRICE AT TIME OF DELIVERY.
8. ORDER SHALL NOT BE EFFECTIVE UNTIL ACCEPTED BY BEST EQUIPMENT CO., INC. IN WRITING AS PROVIDED BELOW.
9. Purchaser agrees to furnish information which may be required for the purpose of extending credit or arranging financing.
10. Delivery charges, if delivery by vendor is requested by purchaser, shall be \$ included

PROPOSED BY:


SALESMAN

PURCHASER

ACCEPTED BY:

By _____

BEST EQUIPMENT Co., INC.By _____
OFFICER OF THE COMPANY

DATE OF ACCEPTANCE _____

SPECIFICATIONS QUESTIONNAIRE (Continued)

Best

27. BODY REINFORCEMENT: _____

28. PACKING CYCLE: AUTOMATIC - 12-20 SEC.

29. BLADES: PACKING + PASH OUT

30. PACKING PRESSURE: 47,320 # FORCE

31. TAILGATE: STD. TOP HINGE - 2 HYDRAULIC CYLS.

32. HYDRAULIC OIL RESERVOIR: _____

33. CONTAINER LIFT: BARREL DAMPER

34. POWER TAKE-OFF: HOT SHIFT

35. HAND LOADING DOOR: LEFT SIDE

36. RESTRICTIONS: _____

37. CONTROLS: _____

38. MOUNTING: F.O.B. FT. WAYNE

39. WARRANTY: 1 YR.

SPECIFICATIONS (Continued)
Truck with Refuse Packer

Best

38. Mounting:	To be mounted on a 28,000 G.V.W.R. truck chassis fully serviced and ready for operation	\$ <input checked="" type="checkbox"/>
39. Warranty:	Include with bid for Packer unit and Vehicle	\$ <input type="checkbox"/>
40.	All items of optional equipment must be factory installed or have prior approval of the Park Department. This truck chassis with packer body must be delivered to the Park Department within one hundred twenty (120) days from receipt of truck chassis.	
41. Trade In:	1973 G.M.C. 5000S Packer #61	\$ <input type="checkbox"/>
	TOTAL:	\$ <input type="checkbox"/>
	LESS DISCOUNT:	\$ <input type="checkbox"/>
	LESS TRADE-IN:	\$ <input type="checkbox"/>
	NET TOTAL:	\$ <input type="checkbox"/>

42. FOB: FORT WAYNE

SPECIFICATIONS (Continued)
Truck with Refuse Packer Body

B est

29. Blades:	Shall incorporate to blades, under holds refuse to prevent fall back and lower blade to pack refuse. Both blades work together to eject refuse thru the rear	\$ <i>✓</i>
30. Packing Pressure:	Shall be not less than 35 lbs per square inch and normal operating hydraulic pressure not to exceed 1,850 PSI	\$ <i>49.8 psi</i> <i>✓</i>
31. Tailgate:	To be bubble type with automatic hydraulic unlocking, raising, lowering, and locking equipped with hydraulic port restrictors for safe descent of tailgate	\$ <i>✓</i>
32. Hydraulic Oil Reservoir:	Not less than 45 gallons, equipped with relief valve and filtered 40 G.P.M. Install a shutoff valve to feedline to pump to contain oil inside tank	\$ <i>✓</i>
33. Container Lift:	To be not less than 1,000 lbs capacity to lift and empty a standard 55 gallon steel drum with quick couple drum fastening attachment, and include a step frame. To be mounted on drivers side of vehicle in a manner to pick drums off ground without hand lifting	\$ <i>✓</i>
34. Power Take Off:	Hydraulic pump, to be needle bearing PTO to fit any chassis with a 28,000 G.V.W.R. equipped with an automatic transmission, hydraulic pump to be of a capacity to operate packer unit per factory specifications, controls for power take-off to be floor mounted inside cab of truck chassis	\$ <i>✓</i>
35. Handloading Door:	To be not less than 38 inches wide and 38 inches high on opposite drivers side of packer unit with closable door with lock	\$ <i>✓</i>
36. Restrictions:	Height to be not more than 80 inches above chassis frame. No extensive chassis frame alterations will be allowed. Total length of packer body not to exceed 154 inches and overall width not to exceed 96 inches	\$ <i>155" x 90"</i>
37. Controls:	All hydraulic controls to be mounted on drivers side of packer unit, within easy reach while operator can stand on the ground	\$ <i>✓</i>

SPECIFICATIONS (Continued)
Truck with Refuse Packer Body

17. Rust Proof:	Cab only	\$ _____
18. Tires & Wheels:	Front single and rear dual 20x7.5 inch disc wheel, with one spare rim. Tires to be 9:00 x 20f., front tires to be street tread, rear tires to be on road, off road tread, 12 ply	\$ _____
19. Brakes:	Air brakes with at least 7 1/4 cu. ft. per minute compressor. Not less than 15" x 4" cam type on front and 16.5 x 7" cam type on rear	\$ _____
20. Clearance Lights:	Installed to meet all state require- ments on truck class of chassis and packer	\$ _____
21. Steering:	Power steering	\$ _____
22. Fuel Tank:	50 gallon mounted on opposite side of driver	\$ _____
23. Frame:	High tensile type	\$ _____

PACKER-SIDE LOADER SPECIFICATIONS

24. Capacity:	Payload to be 7,000 to 8,000 lbs unit shall have a minimum total capacity of 14 cubic yards with 10 cubic yards in body and 4 cubic yards in hopper	\$ <u>12 cubic</u>
25. Body Type:	To be stationary, non tilting, side loading rectangular type to allow greatest internal capacity with minimum outside dimension, rear unloading	\$ <u>EXCLUDING HOPPER</u>
26. Body Steel Gauge:	Body floor, hopper bottom and sides, and packing blade, all net less than 10 gauge steel, body sides and top 16 gauge steel	\$ <u>✓</u>
27. Body Reinforcement:	To be reinforced vertically and horizontally with not less than 4 x 2 inch tube vertical, and horizontal with 12 gauge channel steel	\$ <u>✓</u>
28. Packing Cycle:	To be continuous and shall allow hopper loading during phases of compaction. Cycle displacement rate shall be no less than 2.0 cubic yards per minute, packing blade not to be equipped with trailing cover and constructed in such a manner so no working parts exposed as it moves past open hopper door	\$ <u>✓</u>

Harco National Insurance Company

P.O. Box 68309
Schaumburg, Illinois 60168-0309
Toll Free 800-448-4642
In Illinois 312-517-3600
Panafax 312-517-3046

Policy No. SR- 908-05-1 BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LINCOLNWAY INTERNATIONAL TRUCKS, INC., Principal, and HARCO NATIONAL INSURANCE COMPANY OF NEW YORK, NEW YORK, Surety, are held and firmly bound unto CITY OF FORT WAYNE, Obligee, in the sum of TWO THOUSAND NINE HUNDRED NINETY SEVEN AND 00/100 Dollars (\$ 2,997.00*** for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

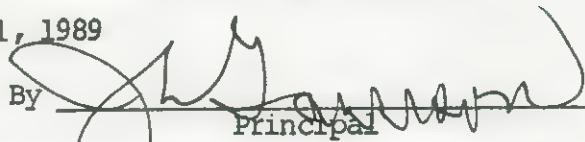
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for:

ONE (1) #4900 PACKER TRUCK

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

This bond automatically terminates 180 days from date of issuance.

Signed, sealed and dated SEPTEMBER 11, 1989

By  (Seal)
Principal

HARCO NATIONAL INSURANCE COMPANY

By Colleen Hellum
Officer

By 
Countersigning Agent

02-3588 (5/88)

HARCO NATIONAL INSURANCE COMPANY

ADMINISTRATIVE OFFICE: SCHAUMBURG, ILLINOIS 60173-5020

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the HARCO NATIONAL INSURANCE COMPANY has made, constituted and appointed and by these presents does make, constitute and appoint:

Ms. Thelma J. Cobbins, or Ms. Dee M. Henriksen, or Ms. Colleen J. Hjellum, or Ms. Sally A. Johnson, or Mr. Kenneth L. Lange, or Mr. Kenneth P. Moffat, Ms. Alice M. Voith

each its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

any obligee

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$500,000. (Five Hundred Thousand Dollars). This Power of Attorney shall be valid for one year from the date as written below.

The Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 25th day of May, 1977:

"RESOLVED, That the President or a Vice President may, from time-to-time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.

FURTHER RESOLVED, That the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted. The signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding upon the Company."

IN WITNESS WHEREOF, The HARCO NATIONAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its Vice President and certified by its Secretary or Assistant Secretary on this 11TH day of SEPTEMBER, 1989.

HARCO NATIONAL INSURANCE COMPANY

By: Michael E. Bergantzel
Michael E. Bergantzel, Ass't. Secretary

By: Thomas D. Silver
Thomas D. Silver, Exec. V.P. Operations

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: CITY OF FORT WAYNE, IND. Date: 9-14-89
 2. County: ALLEN
 3. Bidder (Firm): LINCOLNWAY INTERNATIONAL TRUCKS
 Address: 2807 GOSHEN RD.
 City/State: FORT WAYNE, IN 46808
 4. Telephone Number: (219) 482-3000
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard E. Barkley *agent*
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
TRUCK W/REFUSE PACKER BODY.	1		1990 INTERNATIONAL MODEL 4900 W/ PACKER	53352.66 400-	52952.66 LESS TRADE

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
ALLEN COUNTY)
SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

LINCOLNWAY INTERNATIONAL TRUCKS
Bidder (Firm)

Richard E. Barkley *agent*
Signature of Bidder or Agent

Subscribed and sworn to before me this 14 day of Sept., 1989.
My Commission Expires: JOSEPH E. RYAN
NOTARY PUBLIC STATE OF INDIANA
County of Residence: ST. JOSEPH CO.
MY COMMISSION EXP. JAN 14, 1990
ISSUED THRU INDIANA NOTARY ASSOC.

Joseph E. Ryan
Notary Public

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

Read the first time in full and on motion by GiaQuinta,
seconded by J. L. Lewis, and duly adopted, read the second time by
title and referred to the Committee on Finance (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on 19, the 10 day
of October, 1989, at 10:00 o'clock A.M. E.S.T.

DATED: 10-18-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta,
seconded by Bryant, and duly adopted, placed on its
passage. PASSED 9 by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 10-24-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 164-89
on the 24th day of October, 1989.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Marion S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of October, 1989,
at the hour of 11:30 o'clock A.M. E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of October,
1989, at the hour of 3:00 o'clock P.M. E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

1-89-10-05

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1385 for a refuse packer for the Park Department. The cost reflects the lowest and most responsible of two (2) vendors.

EFFECT OF PASSAGE: This packer is being purchased to replace older model which is in constant state of repair.

EFFECT OF NON-PASSAGE: If new packer is not purchased, downtime of equipment and cost of repairs will continue to be excessively high.

MONIES INVOLVED: Lincolnway Int'l \$52,952.66

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Park Dept 322-121-PKBD-4444

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-89-10-05

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) RESOLUTION approving the awarding
of Reference #1385 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and LINCOLNWAY INTERNATIONAL
TRUCKS, INC. for the Park Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

Mark E. Gidwitz

DO NOT PASS

ABSTRACT

NO REC

John D. Morris
John D. Morris
John D. Morris

DATED: 10-24-85.

Sandra E. Kennedy
City Clerk